

MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT, made and entered into this 31st day of October, 2001, by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION, (hereinafter referred to as "Bank") and CHUCK ROBERTS and MITZI ROBERTS (hereinafter referred to as "Borrowers");

WITNESSETH

WHEREAS, by Land Deed of Trust (the "Land Deed of Trust") bearing date of the 13TH day of February, 2001, and filed for record in Book No. 1291 at Page 92 in the office of the Chancery Clerk of DeSoto County Mississippi, Borrowers conveyed certain real estate located in DeSoto County, Mississippi, and more particularly described in said Land Deed of Trust, for the purpose of securing payment of the indebtedness in said Land Deed of Trust specified, said indebtedness being evidenced by a certain Promissory Note executed by Borrowers; and

WHEREAS, said Promissory Note (the "Note") dated the 16TH day of February, 2001, is payable by Borrowers to Bank in the original principal amount of THREE HUNDRED THIRTY TWO THOUSAND DOLLARS AND NO/100 (\$332,000.00).

WHEREAS, the parties hereto desire to modify and extend the terms of said Note and Land Deed of Trust.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. The original principal amount of the Note shall be increased to FOUR HUNDRED AND SEVEN THOUSAND DOLLARS AND NO/100 (\$407,000.00) effective the 16th day of November 2001. The maturity date shall be extended to 16th day of May 2002, with principal and interest due at maturity.

2. It is expressly understood and agreed that the lien of said Land Deed of Trust shall continue as evidence of the Borrowers' indebtedness to Bank until the same is paid in full.

3. In consideration of the agreements of Bank, as herein set forth, Borrowers promises to pay the balance of the indebtedness evidenced by the Note, and the interest thereon as above set out, and to keep and perform all of the covenant, terms and conditions contained in the Land Deed of Trust, in default of any of which the holder of the indebtedness may declare said indebtedness accelerated and matured for all purposes may proceed to foreclose said Land Deed of Trust, it being expressly understood and agreed that the Note described in and secured by said Land Deed of Trust shall continue as evidence of said indebtedness until the same is paid and that the lien of said Land Deed of Trust shall be in no manner whatsoever affected by the execution of this instrument except as the same as expressly modified hereby.

STATE MS. - DE SOTO CO.
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4. All other provisions of the Note, and said Land Deed of Trust not amended and modified hereby, are ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the day and year first above written.

BORROWERS:

Chuck Roberts
Chuck Roberts

Mitzi Roberts
Mitzi Roberts

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Mackey MooreTitle: President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of October 2001, within my jurisdiction, the within named Chuck Roberts and Mitzi Roberts, who acknowledged that they executed the above and foregoing instrument.

Barba R. Boyd
Notary Public

My commission expires 8-18-2002
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of October 2001, within my jurisdiction, the within named Mackey Moore who acknowledged that he is President of First Tennessee Bank National Association, a national banking association, and that for and on behalf of the said organization, and as its act and deed he executed the above and foregoing instrument, after having been duly authorized by said organization so to do.

Barba R. Boyd
Notary Public

My commission expires 8-18-2002
(SEAL)